

**Counter Proposal to SEIU - Local 434-B
Provider Unit**

August 29, 2003

HEALTH INSURANCE ELIGIBILITY

The parties agree to place further negotiation of health plan insurance eligibility in abeyance until the Knox-Keene license issue related to using Arrowhead Regional Medical Center as a health care provider is resolved, or until an alternative plan for provision of health care services is adopted by the Board of Directors. The Public Authority will make every reasonable effort to resolve the Knox-Keene license issue as soon as possible. If the issue cannot be resolved within forty-five (45) calendar days, the Public Authority shall advise the Union and provide an anticipated timeframe for resolution. At the request of the Union or the Public Authority, the parties shall resume negotiations within seven (7) calendar days.

DENTAL

- A. It is hereby agreed that the Union shall make available a dental insurance program ("the Dental Plan") to all active Providers. The Union will be responsible for the administration of the dental plan. Should the Dental Plan cease for any reason, neither the Public Authority nor the Union shall be obligated to procure a replacement plan, and payroll deductions for the Dental Plan shall be discontinued concurrent with the cessation of the Dental Plan, by the Union notifying the State Controller's Office.
- B. All current and future Providers will be automatically enrolled (unless they have affirmatively withdrawn). The Union shall clearly notify all Providers in writing of their option to withdraw from the Dental Plan. Providers may withdraw at any time upon written notification to the Union. Any who withdraw will be processed out of the Dental Plan as soon as practicable but no longer than 30 days after receipt of the Provider's notification. Any Provider who withdraws shall become ineligible for re-enrollment for a period of at least twelve (12) months following the effective date of withdrawal. The Union shall give notice of ineligibility to the Providers.
- C. Except as otherwise provided in this Agreement, payroll deductions for the Dental Plan shall be made monthly. The current payroll deduction shall be \$5.00 per month. It is understood and agreed that the deductions will be processed by the Union through the State Controller's Office pursuant to the Union's contract with the State, and that the Public Authority and County have no authority or responsibility relative to the State's processing of the deductions and will not be liable for any errors or omissions caused by the Union and/or the State.
- D. Should a Provider not earn sufficient wages, after taxes and social security deductions, to pay Agency Shop dues and Dental Plan payroll deduction in any month, the Union shall bear the cost of the Dental Plan for that month and there shall be no recovery from the Provider in future months. Should a Provider become ineligible for the Dental Plan and is discontinued from coverage under circumstances which cause COBRA to apply and should the Provider enroll in continuation coverage, the Union shall be responsible for any and all collection of Dental Plan premiums.
- E. Those Providers who lose employment as Providers shall retain Dental Plan coverage for the balance of the month in which they lose employment, plus the following month, and shall also have the right to continue coverage under COBRA. Providers losing employment are not subject to the 12 month preclusion, and will be re-enrolled upon resumption of employment.
- F. The Union will pay all administrative costs of providing the Dental Plan

- G. The Union will comply with all applicable laws and regulations regarding the provision of such benefits, and be responsible for the provision of COBRA notices and administration of all applicable COBRA-related activities.
- H. The Union will indemnify, defend and hold harmless the Public Authority and the County relative to the deductions made for the Dental Plan and administration of the Dental Plan, including the giving of all notices, including COBRA, and any collection costs associated with the continuation coverage.
- I. The Union will provide a cost breakdown to the Public Authority upon the Public Authority's request. The breakdown shall include costs related to dental services and administration of the Dental Plan. This provision is subject to the availability of the requested data.
- J. It is understood that the Dental Plan shall be provided at no cost to the Public Authority or the County.

TENTATIVE AGREEMENT

County of San Bernardino
IHSS Public Authority

Service Employees International Union
Local 434-B

County of San Bernardino
IHSS Public Authority

Date

SEIU Local 434-B

Date